IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

ARBITRATION PETITION (L) NO.283 OF 2006

Bhumi Developers (India)
Pvt. Ltd. ..Petitioner.

Vs.

Gammon India Limited & Ors. ..Respondents.

Mr.M.P.S.Rao i/b.Vigil Juris for the Petitioner.

Mr.Shekhar Shetye i/b.Mr.Subodh Kurdukar for the Respondents.

CORAM : S.J. VAZIFDAR, J.
DATED : 8TH JUNE, 2006

P.C. :

By consent, the petition is heard finally and the following order is passed :

i) The Petitioner agrees to and confirms its readiness and willingness to abide by the arbitration clause viz. clause No.14 of the agreement.

ii) Mr.Shetye has furnished the name of Mr. Vijay Madhusudan Dharap, who has been appointed in accordance with clause 14, to be the arbitrator.

iii) He further states on behalf of Respondent No.1 that the said Mr.Vijay Madhusudan Dharap is not connected with the sub-contract as provided in clause 14.

iv) Accordingly, the disputes and differences in respect of the said agreement between the parties will be referred to the sole arbitration of Mr.Vijay Madhusudan Dharap, in accordance with the said agreement.

v) Respondent No.1 shall be entitled to receive and retain the amounts pursuant to the invocation of the bank guarantee issued by Respondent No.2.

vi) Respondent No.1 however undertakes to this Court to pay the amounts that may be awarded in the said arbitration, without requiring the Petitioner to levy execution for the same. Needless to add that the same is without prejudice to the rights and contentions of the parties and, subject to the first Respondent’s rights to challenge the award, if necessary.

Petition is disposed of accordingly.

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